

Request for Proposal (RFP)

Treatment and Control of Invasive Plant Species Alburgh Dunes State Park, Alburgh, Vermont

April 20th, 2018

Date Issued: April 20th, 2018

Questions Deadline: April 30th, 2018

Answers Posted by: May 7th, 2018

Proposal Deadline: May 21st, 2018

Primary Contact: Jason Nerenberg

Proposals to: VT Department of Forests, Parks and Recreation
Attn.: Jason Nerenberg
111 West Street
Essex Junction, VT 05452-4695



State of Vermont
Vermont Agency of Natural Resources
1 National Life Drive, Davis 2
Montpelier, VT 05620-3801

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INVITATION TO SUBMIT PROPOSALS

DEPARTMENT OF FORESTS, PARKS AND RECREATION STATE OF VERMONT

Your firm is invited to submit a proposal for a comprehensive invasive plant species treatment of common reed/phragmites at Alburgh Dunes State Park (ADSP), Alburgh Vermont.

Sealed proposals must be received by the Department of Forests, Parks and Recreation before **2:00 pm, May 21st, 2018** by:

VT Department of Forests, Parks and Recreation
Attn.: Jason Nerenberg
111 West Street
Essex Junction, VT 05452-4695

Proposals may be submitted by hard copy or on an electronic storage device (CD, USB “thumb” drive) only; faxed or e-mailed proposals will not be accepted. Proposals must be received in hand by the deadline. Late proposals will not be accepted. Please plan accordingly for postal or hand delivery, weather, or any other issues.

Attached with this invitation are the project documents.

Your attention is directed to the submission instructions on page 4. Follow the instructions carefully.

You should carefully review the entire RFP.

Questions concerning this Request for Proposal should be directed to the Contract Manager, who will be Jason Nerenberg, and may be contacted at jason.nerenberg@vermont.gov

Questions will be received via e-mail only until April 30th, 2018. Questions generated by potential bidders and sent to the Contract Manager will be posted with answers, by end of business on **May 7th, 2018 at the following website:**

http://fpr.vermont.gov/state_lands/management_planning/documents/district_pages/district_3/alburg_dune.

INSTRUCTIONS TO FIRMS SUBMITTING PROPOSALS

1. Read all provided materials carefully.
2. Provide all information as requested by this RFP. Proposals will be evaluated based upon the information being requested and addressed.
3. It is presumed that the proposing team will meet the requirements and desired outcomes of the RFP. Proposing firms should detail deviations from the required and desired outcomes.
4. Provide any additional information that may assist the selection committee in determining the firm's ability to perform the required tasks.
5. Submission requirements:

To be considered responsive to this Request for Proposal (RFP), your firm must:

- Submit your proposal to FPR by **2:00 PM (Local Time) May 21st, 2018**.
- Submit one (1) copy of the Proposal with statement of Qualifications. These are to be submitted in an opaque sealed envelope. Additional copies may be requested for team review if your team is selected for an interview.
- Clearly indicate the following information on the outside of the sealed envelope:
 - Name and address of the proposing firm
 - Envelope contents (e.g. Proposal)
 - Project name
 - Due date and time
- Submit proposal to:
 - VT Department of Forests, Parks and Recreation
 - Attn.: Jason Nerenberg
 - 111 West Street
 - Essex Junction, VT 05452-4695

Submit RFP information, other than pre-printed promotional material, on double-sided pages. Pages are to be no larger than 8 ½" x 11". Packets of submitted material shall be bound by only a staple or clip at the upper left corner of the sheet. **Do not use plastic binders or covers.** Glossy and other hard to recycle material are discouraged. Material must be able to be scanned.

BID PROPOSAL FORM

(all proposals shall be submitted on this form)

Project: Treatment of Common Reed/*Phragmites* at Alburgh Dunes State Park

TO: VT Department of Forests, Parks and Recreation

Attn.: Jason Nerenberg

111 West Street

Essex Junction, VT 05452-4695

DATE: _____

The undersigned proposes to provide all labor, materials and equipment necessary to complete Phases I, II, and III for the “**Treatment of Common Reed/*Phragmites* at Alburgh Dunes State Park**”, Alburgh, VT. Detailed plans and implementation shall be in accordance with the instructions in the Request for Proposals and *Attachment C – Standard State Provisions for Contracts and Grants*. The undersigned shall also submit a more detailed proposal and supporting documentation for each phase below addressing evaluation criteria identified in Section V- Selection Process Including Selection Criteria.

Phase Description	Lump Sum Amount
Phase I: Treatment Plan and Permitting/Authorizations* -Year One	\$
Phase II: Implementation - Year One	\$
Phase III: Implementation - Year Two	\$
Total Cost Not to Exceed: *cost of actual permits to be paid by the state and not included here. Include only the staff time necessary to secure permits/authorizations.	\$

Bid Proposal Contingency: The State recognizes that infestations mapped in spring 2017 may have expanded. Contractors bidding on the project are expected to treat all expanded areas of phragmites growing outside of the mapped infestations. Mapped infestations that have grown in size will be treated as part of the lump sum. If in the process of treating existing infestations, the contractor should identify *new* infestations not mapped in the original Invasive Plant Inventory, treatment of these areas will be paid at the rates below. Contingency is based on unit cost; by density category/acre

DENSITY CATEGORY:	COST/ACRE
VL = Very Low- 0-5% cover	\$
L = Low - 6-25% cover	\$
M-- = Low Medium – 26-50% cover	\$
M++ = High Medium – 51-75% cover	\$
H = High – 76-95% cover	\$
VH - Very High – 96-100% cover	\$

The undersigned certifies that they are familiar with the contents of this Proposal and that they have examined the site and accept the existing conditions as those under which the work will be done.

Basis of Award shall be as specified in *Section VI- Basis of Contract Award*. The undersigned acknowledges the right of the Owner to accept or reject any and all bids, in whole or in part, with or without cause, and to waive technicalities in submissions.

It is the Bidder's responsibility to thoroughly read and comply with all instructions and requirements of this bid solicitation.

The undersigned further agrees:

1. To hold their bid open for sixty (60) days after this day of Bid Opening.
2. To accept the provisions of the Request for Proposal
3. To enter into and execute a contract, if awarded on the basis of this proposal within ten (10) calendar days of notification of award.
4. To accomplish the work in accordance with the Bid Documents
5. To complete the work by **November 15, 2019**
6. The amount of the compensation paid to the undersigned for extra work and change orders in one of the following manners as directed by the Owner.
 - a. A price agreed upon between the Owner and the Contractor.
 - b. A price determined by adding 15% for overhead and profit to the total direct cost of any extra work excluding unit pricing.
 - c. A price determined by extending unit price work above.

The undersigned acknowledges receipt of the following Addenda:

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

Corporate Seal

(If Bidder is

a Corporation)

Name of Bidder: _____

Contact Name: _____

State of Corporation (if applicable): _____

VT Business Account #: _____

Federal ID or Social Security #: _____

Address: _____

Telephone: _____

E-mail: _____

By: _____

Name: _____

Signature (Bid Not Valid Unless Signed)

(Type or Print)

NOTE: If Bidder is a partnership, give full names of all Partners.

I. PROJECT BACKGROUND AND EXISTING CONDITIONS

The State of Vermont, Department of Forests, Parks & Recreation (FPR) is seeking to treat mapped areas totaling approximately 6 acres of common reed/phragmites at Alburgh Dunes State Park (ADSP).

This species is having or is expected to have negative impacts on the natural communities, native plants- including several rare, threatened, or endangered plant species- and visitor experience.

FPR is seeking proposals for a treatment plan to control common reed/phragmites populations at ADSP, and the implementation of said plan.

FPR recognizes that controlling common reed/phragmites in a highly visited park that features several wetland communities and rare, threatened, or endangered plants requires the knowledge and experience of professionals who specialize in invasive species control.

Alburgh Dunes State Park is a popular day-use area with annual visitation ranging from 20,000-30,000. Additionally, construction is scheduled at ADSP throughout the spring, summer, and fall. Safety of visitors and contractors is of the utmost importance.

II. SCOPE OF SERVICES

A. General Considerations

1. Scope of work also includes provisions of Attachment “C” State of Vermont, Customary State Contract Provisions, which is attached to and considered part of this RFP.
2. All aspects of the work shall meet current codes and standards in accordance with applicable laws, regulations, rules, professional certifications and standard practices.
3. Ownership of Documents: All drawings, specifications, estimates, and all other documents, including shop drawings and calculations, prepared at any time in connection with the Project, shall, upon payment for services in connection therewith, become the sole property of the State, and the Contractor hereby agrees to furnish the State three copies of all of such drawings, specifications, estimates, or other documents to enable the State to carry out the Project.
4. Successors and Assigns: The Contractor hereby agrees that the performance of this Agreement will not be assigned to any other Contractor not specifically mentioned herein without the prior written consent of the State, provided, however, that this Agreement will insure to the benefit of and be binding upon the

partners, successors, assigns or legal representatives of the Contractor. The Contractor hereby agrees that he shall personally perform, or personally supervise all of the services or work in connection with the Project as are designated as the duties and obligations of the Contractor under this Agreement, and further, the Contractor agrees that he is solely responsible for the performance of the services herein, designated as those of the Contractor.

5. Termination Agreement: In the event of termination by the State for any reason other than a failure to perform on the part of the Contractor, the Contractor shall be entitled to receive payment for the actual services rendered and for sums he irrevocably committed to the date of notice of termination. In the event that the Contractor shall be irrevocably committed to purchase any materials, supplies, or other tangible articles, the State shall be entitled to receive all such materials, supplies, or tangible articles when paid for. In the event of termination on the part of the Contractor, Contractor shall be entitled to receive payment for services and disbursements actually rendered or paid to the date of notice of termination, less any expenses, which the State may be put to as a result of the termination by the Contractor over and above the total sum agreed to herein. In the event that the Contractor shall have been paid in full for services and expenses previously rendered or paid as of the date of notice of termination, the Contractor agrees to promptly pay the State the additional expense above referred to upon submission of statement of such expense to the Contractor by the State.

B. Specific Services

The project will consist of three phases:

Phase I: Treatment Plan- Using the *Invasive Plant Inventory map*, and information garnered from site visits, the contractor shall provide a treatment plan for eradication of the species common reed/phragmites. (FPR makes no guarantee to the accuracy of the mapping. Bidders should evaluate and corroborate the data and bid accordingly). The plan shall address eradication of phragmites in units 1-22 and points A, B, and C. The plan shall include strategies for avoidance of damage to non-target plant species, a spill plan, protection of park employees, and visitor and contractor health, etc. The plan shall consider the various constraints including the peak park operating season (pre-Labor Day), presence of rare, threatened, and endangered species, and the extensive wetland complex within the park. The plan shall include the treatment method(s), including chemical formulation, application method, and timing of application, for each individual unit (1-22 and A-C). Spatial data including GIS shapefiles and attribute data associated with *Invasive Plant Inventory Map* (See Section VII) will be available to any potential bidder upon request. Phase I will also involve securing permits/authorizations for said treatment, though payment for said permits will be paid by the State. Possible permits/authorizations required include, but may not be limited to, compliance with the Pesticide General Permit, and authorization from the Wetlands Program.

Phase II: Implementation- Year one

The contractor shall implement the first year of control on phragmites. The contractor shall achieve an 80% kill rate of all phragmites, in every treatment unit, in Phase II. The contractor shall operate within the constraints of the *Pesticide Use Impact Assessment for Invasive Plant Control on State Lands* (See Section VIII), and comply with all permits and authorizations secured during Phase I.

Phase III: Implementation-Year two. The contractor shall implement the second year of control, focusing on the elimination of common reed/phragmites not destroyed in Year One. The contractor shall achieve a 90% kill rate on all phragmites remaining after year one treatment, in every treatment unit.

Bid Proposal Contingency: The State recognizes that infestations mapped in spring 2017 may have expanded. Contractors bidding on the project are expected to treat all expanded areas of phragmites growing outside of the mapped infestations. Mapped infestations that have grown in size will be treated as part of the lump sum. If in the process of treating existing infestations, the contractor should identify *new* infestations not mapped in the original Invasive Plant Inventory, treatment of these areas will be paid at the rates identified on page 5 and submitted by the contractor. Contingency is based on unit cost; by density category/acre

III. TENTATIVE PROJECT SCHEDULE

A. Receive bids/proposals for Phase I, II, III	May 21 st , 2018
B. Interview period, if needed	May/June 2018
C. Select design firm to perform design services	May/June 2018
D. Contract awarded:	June 2018
E. Phase I: Treatment Plan/Permitting	July 2018
F. Phase II: Implementation- completion date	October 1 st , 2018
G. Phase III: Implementation-completion date	October 1 st , 2019

IV. PAYMENT STRUCTURE

- A. Payments for service will be made in accordance with attachment B of the Sample Contract for Personal Services.

- B. Fee structure for services will be based on lump sum amounts for each year of services provided.

V. SELECTION PROCESS INCLUDING SELECTION CRITERIA

- A. A selection committee of staff from FPR will review all proposals to determine which one is most advantageous to the State.
- B. Participating teams may be invited to an interview session following submittal and initial review of proposals. FPR reserves the right to accept or reject any and all proposals for an interview.
- C. **Evaluation Criteria.** The selection of the contractor/consultant/firm will not be based on fee alone; the selection is based on "qualifications" and fees. The evaluation criteria for this project are:
 - 1. **Strength and Experience of Firm:**
 - a. Has the firm been in business for a reasonable period of time?
 - b. Is the experience of the firm appropriate?
 - c. Who will represent the firm in the field?
 - 2. **Ability to Meet Proposed Timeline/Schedule:**
 - a. Have they established a detailed time frame for the tasks and their activities?
 - b. Has the firm demonstrated that it can meet the proposed schedule?
 - c. Do they have sufficient staff to perform in a timely manner and are they able to make the necessary time commitment required to meet the schedule?
 - 3. **Project Approach:**
 - a. The firm should clearly identify how they will approach this project.
 - b. Is the project approach thorough in addressing the scope of work?
 - c. What difficulties might be expected?
 - d. How will they address those difficulties?
 - 4. **Fee Structure:**
 - a. Do the fees meet the payment structure?
 - b. Is the aggregate fee for Phase I, Phase II and Phase III services reasonable yet competitive?
 - c. Is the contingency price rate structure competitive?
 - d. The proposing team should indicate how additional tasks could be handled beyond those proposed initially with unit prices. The proposer should also indicate what reimbursable expenses are and what rates would apply to those expenses.

D. Scoring

Fee Structure	30 Points
Strength and Experience of firm –	
Past performance of the firm on similar projects	25 Points
Ability to Meet Proposed Timelines/Schedule	20 Points
Project Approach	25 Points
<hr/>	
TOTAL	100 Points

- E. As these are the evaluation criteria upon which the selection will be based, your proposal should respond to each criterion in a well-organized manner and in the order in which they are listed, (except for fee schedule). Respond to each criterion, but limit the amount of information provided to that requested. Unorganized, non-responsive, or excessive and irrelevant information would impede our review of your proposal.

VI. BASIS OF CONTRACT AWARD

- A. The selection will be made and the contract will be awarded in the best interest of the State of Vermont following analysis of the evaluation criteria by the selection committee.
- B. The State reserves the right to reject any or all proposals received as a result of this RFP for any reason, to waive minor irregularities in any package received, and to negotiate with any party in any manner deemed necessary to best serve the interest of the State. The soliciting of proposals from contractors/consultants/firms does not obligate the State in any way to issue a contract to any entity for services.

VII. SUPPORTING INFORMATION

Contact information for permitting/authorizations questions (please cc: Jason Nerenberg):

Misha Cetner, Permit Analyst, misha.cetner@vermont.gov

John Freyer, District Wetlands Ecologist, brock.freyer@vermont.gov

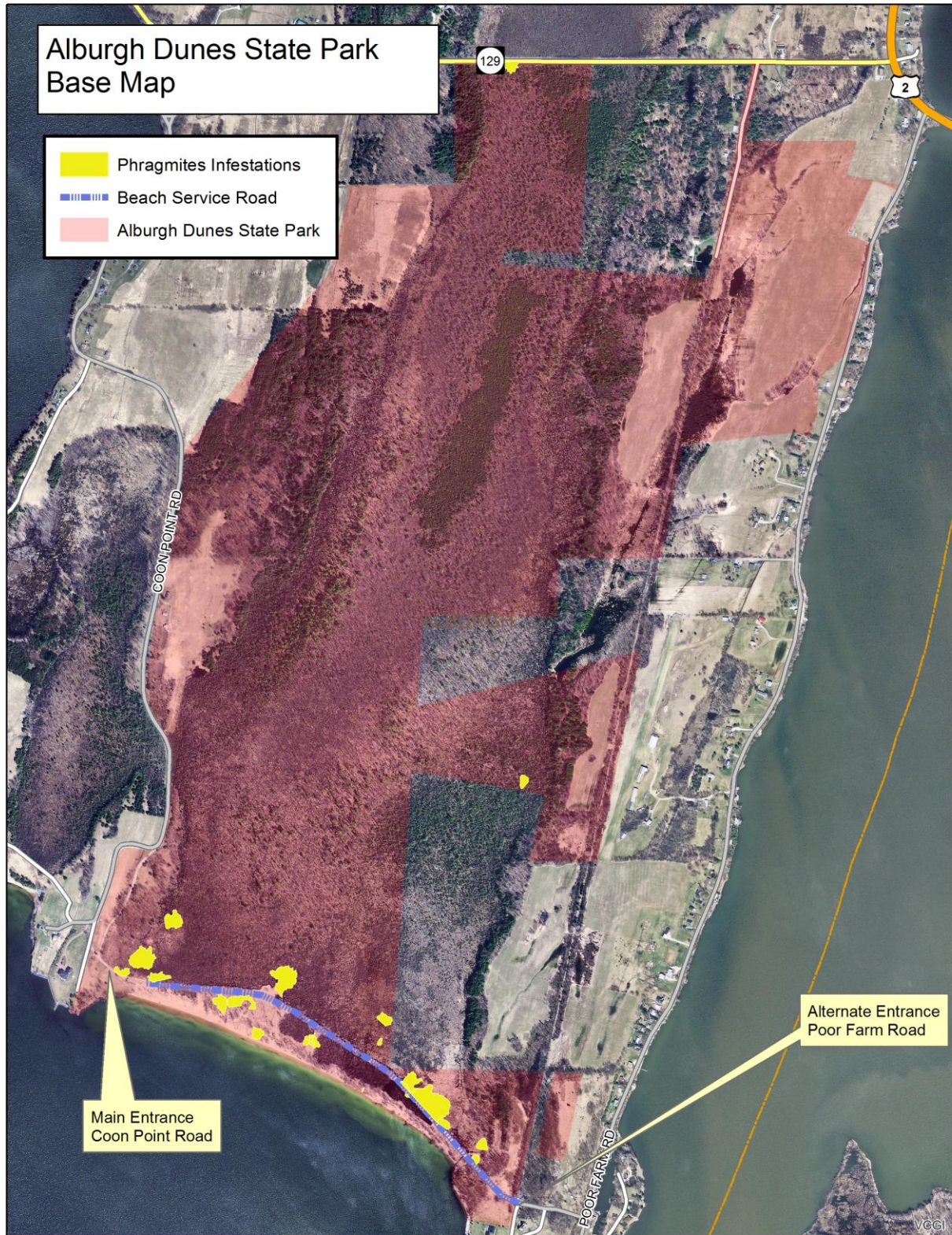
Pesticide General Permit homepage: <http://dec.vermont.gov/watershed/lakes-ponds/permit/pesticide-general-permit>

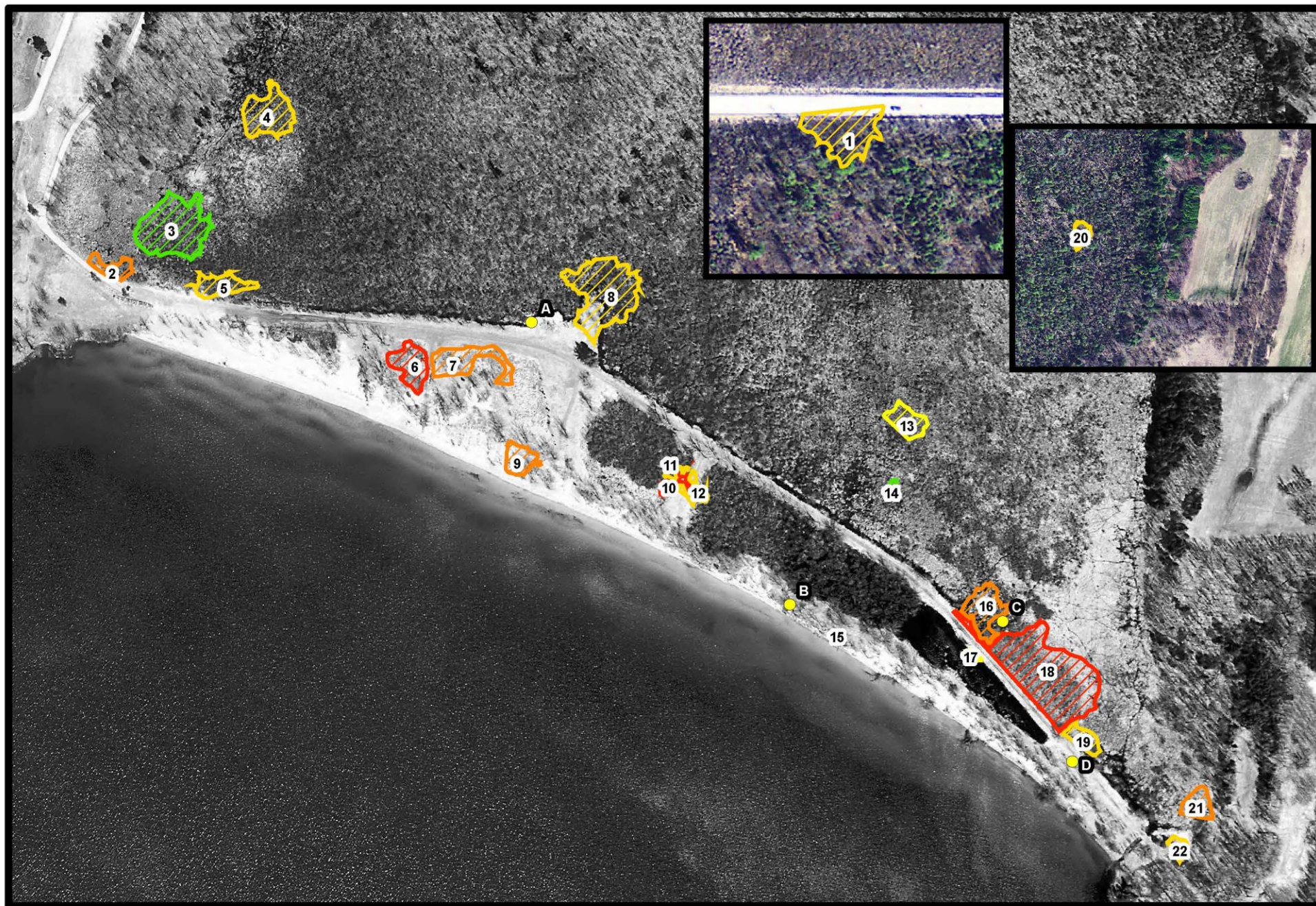
National Pollutant Discharge Elimination System (NPDES) Pesticide General Permit for Discharges from the Application of Pesticides to Waters of the State of Vermont:
http://dec.vermont.gov/sites/dec/files/wsm/lakes/PGP/2017_07_13%3B%20VT%20NPDES%20PGP.pdf

Wetland Program Authorization stems from Section 6.18 of the Vermont Wetland Rules:
http://dec.vermont.gov/sites/dec/files/documents/wsm/Vermont_Wetland_Rules_2017.pdf
Requirements of the Wetland Authorization will largely be met using information from the Notice of Intent for coverage under the Pesticide General Permit.

Mapping of existing Common Reed/Phragmites populations was conducted by Land Stewardship Inc., in March 2017. Map and informational table of existing infestations appear on pages 13-14. The spatial data, including shapefiles and attribute tables are available upon request. Email Jason.nerenberg@vermont.gov for shapefiles. FPR makes no guarantee to the accuracy of the mapping. Potential bidders should evaluate and corroborate the data and bid accordingly.

There is no project showing associated with this Request for Proposal.

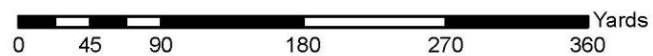




Invasive Plant Inventory

Vermont Dept. Forest Parks and Rec.
Alburg Dunes State Park
Alburg, Vermont
March 2017

Density Class



Inset maps are not to Scale

Map prepared by Land Stewardship Inc
Based on information collected by Andrew Morrison, March 2017

Summary Figures

Alburt Dunes State Park

Vermont Department of Parks and Recreation

intended to accompany invasive distribution map from March, 2017

UNIT	SPEC	SIZE	DENS	AREA
1	PH	5	4	0.2
2	PH	6	5	0.1
3	PH	5	2	0.7
4	PH	5	4	0.4
5	PH	5	4	0.2
6	PH	5	6	0.3
7	PH	5	5	0.3
8	PH	5	4	0.7
9	PH	4	5	0.2
10	PH	6	6	0.1
11	PH	5	4	0.04
12	PH	5	4	0.1
13	PH	4	3	0.2
14	PH	4	2	0.04
15	PH	4	5	0.01
16	PH	5	5	0.3
17	PH	4	3	0.01
18	PH	5	6	1.2
19	PH	5	4	0.1
20	PH	5	4	0.1
21	PH	5	5	0.2
22	PH	5	4	0.1

PT	SPEC	DIST	SIZE
A	PH	C	4
B	PH	C	4
C	PH	C	4
D	CB	S	5

SPEC - Species Abbreviation Codes

code	common name	scientific name
AO	autumn olive	<i>Elaeagnus umbellata</i>
CB	common buckthorn	<i>Rhamnus cathartica</i>
CR	common barberry	<i>Berberis vulgaris</i>
GB	glossy buckthorn	<i>Frangula alnus</i>
GM	garlic mustard	<i>Alliaria petiolata</i>
HS	honey suckle	<i>Lonicera spp.</i>
JB	japanese barberry	<i>Berberis thunbergii</i>
JK	japanese knotweed	<i>Polygonum cuspidatum</i>
MR	multiflora rose	<i>Rosa multiflora</i>
OB	oriental bittersweet	<i>Celastrus orbiculatus</i>
WE	winged euonymus	<i>Euonymus alatus</i>
PVT	privet	<i>Ligustrum obtusifolium</i>
BSW	black swallow wort	<i>Cynanchum louiseae</i>
PH	common reed	<i>Phragmites australis</i>

DENS - Density Categories

#	code	density range
1	VL	0 - 5%
2	L	6 - 25%
3	M--	26 - 50%
4	M++	51 - 75%
5	H	76 - 95%
6	VH	96 - 100%

SIZE - size categories

code	size category
1	0 - 1' seedling
2	1 - 2' immature
3	2 - 4'
4	4 - 6'
5	6 - 8'
6	8 - 12'
7	12' +

DIST- distribution categories

code	distribution category
S	single plant
C	cluster of multiple plants
P	patch or small region of plants

VII. PESTICIDE USE IMPACT ASSESSMENT

Vermont Agency of Natural Resources

Pesticide Use Impact Assessment For Invasive Plant Control on State Lands

**Prepared by
Kathleen Decker, Vermont Department of Forest, Parks and Recreation**

July 2006

I. Purpose of and Need for Action

The Agency of Natural Resources proposes to treat invasive exotic plants on State owned Lands with pesticides in order to reduce the threat that these plants pose to species diversity, wildlife habitat, natural communities and the health of timber resources.

All plants designated as invasive and exotic pose a threat to State owned Lands including those specified in the Agency of Agriculture Noxious Weed Quarantine Rule (see attached appendix A) as well as those on the Vermont Invasive Exotic Plant Committee's Watch List (appendix B). These plants are capable of impacting natural communities in a negative way by reducing biodiversity. Given that the mission of the Agency is "to protect, sustain, and enhance Vermont's natural resources, for the benefit of this and future generations", the Agency needs to remove those invasive exotic plants that are present and self sustaining on State Lands. Removal of these plants will help to promote a healthy forest ecosystem, supporting the biodiversity of the state's existing native plant and animal species and their habitats, and the ecological processes that sustain them.

II. Management Strategy and Objectives

The management objective for invasive exotic plants on state lands is to reduce the impact of these species on Vermont's natural resources by implementing proper management strategies for their reduction and/or removal.

When setting priorities for actions to address this conservation problem the Agency should considered five major factors:

1. Value of the natural communities that the invasive species infest, or may infest in the future.
2. The degradation of high quality wildlife habitat.
3. Current extent of the species on the site and in the surrounding landscape.
4. Difficulty of control based on both site conditions and plant characteristics.
5. Current and potential impact of invasives.

Priorities are set in the hopes of minimizing the total, long-term workload while maintaining the integrity of our conservation objectives. Actions are set to prevent new infestations and assign highest priority to existing infestations that are the fastest growing, most disruptive, and affect the most highly valued areas of a site. Difficulty of control is considered, giving higher priority to infestations that are most likely to be controlled with available technology and resources.

III. Affected Environment

Physical setting: Currently the state oversees the management of 475,000 acres throughout the State. These lands are located within State Forests, State Parks, Wildlife Management Areas, and Fishing Access areas. A physical description of each parcel can be found at the District office where the parcel is located.

Biological Considerations: Five key biological traits characterize invasive species: 1) each plant produces large quantities of seeds or propagules; 2) they have very effective dispersal mechanisms; 3) they are readily established; 4) they grow rapidly; and 5) they are effective competitors. Not all invasives display all five characteristics. The combination of these characteristics gives these species an advantage over less aggressive types. This advantage can result in a reduction in biodiversity of a site, a reduction in suitable food and habitat for wildlife species, and may threaten the survival of rare and endangered species on some sites. In managed forest stands the presence of invasive exotic plants threatens the ability of the stands to regenerate. The impacts of invasive exotic plants are well documented (see <http://tncweeds.ucdavis.edu/esadocs.html> for more information).

Social Considerations

Public visitation to state lands is year round. Camping, hiking, mountain biking, bird watching, training of hunting dogs, horseback riding, etc., all occur within state lands that currently support invasive plant species. Some invasive plants such as giant hogweed and wild chervil can cause serious harm if the sap gets on people's skin and is exposed to sunlight. Pesticide application to control invasive plant species would take place during the growing season. Some recreational users could venture close to areas being treated. Signs will be posted to make people aware of any treatment taking place.

IV. Evaluation of Alternatives

Six options are considered when evaluating a treatment method. They are:

- 1) No treatment
- 2) Mechanical – removal, girdling or smothering of plant, prescribed mowing
- 3) Chemical – Foliar spray.
- 4) Chemical – cut stem or foliar/stem wipe application
- 5) Chemical - Basal Spray
- 6) Biological Controls

Each plant contained within this document has different qualities to consider when evaluating the feasibility of a control method. Each site will need be analyzed by the land manager to not only determine the threat that the invasive poses, but also what methods will be most effective. A combination of treatment methods may be necessary for effective invasive management. The guide to the control of invasive plant species treatment table (Appendix D) provides a comparison of the effectiveness of various control methods for many of the plants to be considered. This should be used as a guide when determining which of the following treatments will be utilized on a specific site.

Plant Profile

Plants considered for treatment on state lands are: All plants on the Agency of Agriculture Noxious Weed Quarantine Rule (appendix A) as well as those on the Vermont Invasive Exotic Plant Committee's Watch List (appendix B). Fact sheets for each species covered in this PUIA can be found in appendix C.

Treatment Alternative 1: no treatment

One option is to not treat the invasive exotic species at all. This would result in a slow degradation of many of our state owned lands. Although it is impossible to predict the end result to each and every parcel of land within the state, the Agency should look toward southern New England and southern Vermont to see the overall effect that these invasive exotic species have had. "No treatment" will not meet the objective of reducing their impact on Vermont's natural resources.

Treatment Alternative 2: Mechanical Control, plant removal, prescribed mowing, girdling or smothering

Mechanical control would involve the removal of the entire plant including roots through manual labor, or girdling plants that have large enough woody stems, or smothering very small populations of herbaceous plants. There are several commercially available tools to aid in pulling larger plants (ex. Weed wrench). This treatment is most feasible for woody plants less than an inch in diameter. Mechanical pulling also causes disturbance to the site, which may harm remaining vegetation as well as making the area vulnerable to other exotic species invasions. Girdling is possible for small tree species such as common and glossy buckthorn. It is effective but takes considerable labor, and it is not effective when stems are intertwined. Smothering is effective for small populations of herbaceous plants such as Japanese knotweed or Phragmites but materials must be left in place for three years or more, are unsightly in a public use area, and must be monitored and maintained. Prescribed mowing is the carefully timed cutting of an invasive based on its biological attributes. A carefully planned mowing regime rarely controls an invasive, but may be effective in slowing its spread and reducing its vigor.

Treatment Alternative 3: Chemical, Foliar spray

Foliar application of herbicide is another management option. Application would be made from July through early September, after the plant has completed most of its above ground growth. Low concentrations of herbicide (0.75-3%) in water are generally used. A backpack sprayer would be used to apply herbicide. Low pressure applications are more likely to stay on the target plant and not overspray onto nontargets. Mortality rates of plants as high as 98% have been reported with this method. Control can be increased with the addition of adjuvants and surfactants for some products.

Most herbicides considered are not selective, killing grasses and broadleaf plants alike. A certain level of pesticide drift and non-target damage would be unavoidable with this method, and may create a larger disturbed area than necessary. Disturbed areas have a greater risk of being colonized by invasive species, so minimizing disturbance of nontarget plants is a priority. In areas where invasive plant populations are so high there are few to no other plant species present, this method may be desirable. Drift control agents may be added to herbicide solutions to minimize drift. Applicators may want to add dye to their herbicide mixture as well. Dye allows the applicator to see what areas have been treated and evaluate the amount of chemical drift that is taking place.

Treatment Alternative 4: Chemical, cut stem application and foliar/stem wipe

The cut stem method is often used on species that normally re-sprout after being cut. It allows for a great deal of control over the site of herbicide application having a low probability of affecting non-target species or contaminating the environment. Depending on the size of the plant being controlled, the cut can be made with hand pruners or loppers on up to chainsaws. Herbicide is usually applied immediately after the cut is made and should cover the plant's cambial tissue around the rim of the stem. Marking dye should be added to the

herbicide to indicate which stems have been treated. A 20 to 25% concentration of active ingredient is used for many products. Herbicide may be applied in several ways including Squirt bottle, bingo applicator, sponge and paint brush. The Sprout-Less system can also be used which mounts on a brush saw and applies the herbicide while it cuts. Application time is the latter part of summer into fall. This is when plants are transporting nutrients down into the root system for storage. This allows for more efficient herbicide movement into the stump, killing or weakening the plant. This method generally kills the root system and prevents re-sprouting from the cut stump. This method can be quite effective against many species (appendix D).

The foliar or stem wipe application method involves using a weed wiper or a backpack sprayer, whose spray nozzle has been replaced with a weed wipe attachment. In both instances, a sponge or cloth is saturated with a herbicide solution that is then wiped on the stem or foliage of the plant. This method is effective for non woody plants with a small stem diameter such as Phragmites.

Treatment Alternative 5: Basal spray

The basal-spray method involves the application of an oil-based herbicide and oil dilutant to the bottom portion of a plant's stem. The oil penetrates the plant's bark and carries the herbicide into the cambium for translocation to the roots. Basal treatments generally are applied using a sprayer at low pressure with a marking dye. The concentration of herbicide in oils is dependent on the product being used and the application type. This method is highly selective and may be used from early July through the fall. It tends to be faster than cut-stump because cutting is not required, but may require the application of more active ingredient.

Treatment Alternative 6: Biological Controls

Biological controls will be considered when they are available for a specific plant species.

V. Environmental Consequences

The treatment of invasive exotic plants is expected to have negligible environmental consequences if the herbicide is applied, transported, and handled properly by trained personnel pursuant to this PUIA. See attached pesticide labels (Appendix E).

VI. Risk Analysis

Human Health Risk Analysis

VOLUNTARY EXPOSURE – Applicators will wear personal protective equipment as required on the pesticide labels and follow all other pesticide transportation and handling laws and regulations. Applicators will obtain Pesticide Applicator Certification through the Vermont Agency of Agriculture, or be directly supervised by a licensed applicator at the site. See Material Safety Data Sheet (appendix F) and EXTOWNET sheets (Appendix G) for information regarding toxicity.

INVOLUNTARY EXPOSURE - The herbicide will be transported in a sealed, leak proof container to the site. With applications that do not involve spraying, exposure to non- workers should be non-existent.

Other Animal Risk Analysis

See attached EXTOWNET sheets for herbicides (appendix G).

Risk to Rare, Threatened or Endangered organisms

Determine whether any rare, threatened or endangered species are in the vicinity. Their presence may restrict the method and/or type of herbicide applied.

Plan for Risk Reduction

Aquatic :

Potential risks to surface waters will be addressed through the general application of buffer zones between herbicide treatments and standing water. A general buffer zone of 30 feet will be maintained between any standing surface water and general foliar applications. A buffer zone of 10 feet will be maintained between any standing water and a cut stump, basal, or foliar/stem wipe application of a glyphosate-formulated herbicide labeled for aquatics.

Private and public drinking water supplies will be identified and protected by buffer zones of 100 and 200 ft respectively.

Treatments within these buffer zones may occur upon demonstration that such treatment is critical to attaining parcel-specific management objectives, that environmental receptors and human health will be protected and that there are no reasonable alternatives to chemical use.

Chemical treatments in wetlands and wetland buffers will be only with a glyphosate-formulated herbicide labeled for aquatics.

No chemicals will be applied directly to water without obtaining an aquatic nuisance control permit pursuant to: *Title 10: Chapter 47: 10 V.S.A. § 1263a, Aquatic nuisance control permits.*

VII. Pesticide Profiles

See attached labels and MSDS (Appendix E and F).

VIII. Schedule of Implementation

Implementation of control of invasive species on state land will take place according to the annual stewardship work plans for each district within the state. Management objectives for each parcel will be considered and chemical control will be used only if it helps managers meet these objectives. An overall reduction in the use of herbicides will take place as undesirable plant populations are controlled.

IX. Contingency Plans

Worker and environmental safety will be prime concerns. Materials will be transported in a sealed leak proof container. Chemicals will be mixed at the site in the back of a pickup within the leak-proof container, so that any spills will be caught. Vehicles will be equipped with an absorbing agent (absorbent clay or activated charcoal) to be used if a spill should occur. The pesticide applicator on site will brief the crew as to how to handle the pesticides safely and ensure that all Personal Protective Equipment is being properly worn. A first aid kit will be on site as well as a portable eye wash station. Directions to the nearest clinic or hospital will be in the first aid kit and in each vehicle at the site.

X. Schedule for Minimization of Reliance on Chemicals

Use of pesticides must be reported to the Agency of Agriculture on a yearly basis. The use of herbicides for the control of invasive exotic plants on state land will be reported to the Chief of Forest Resource Protection within the Forestry Division. Information collected will be: site, target species, applicator, chemical used and amount. Treatment sites will be monitored over time to determine effectiveness of the treatments. Although an initial increase in pesticide use will occur, it is predicted that the use of herbicide will drop continually over time. With increased awareness of forest management practices that reduce the likelihood of exotic species invasions the overall use of herbicides will lessen. Effective control of populations now will reduce the need for controlling larger infestations later.

XI. List of Certified Applicators in the Agency of Natural Resources

A list of certified applicators within the Agency of Natural Resources will be tracked and maintained by the Chief of Forest Resource Protection.

XII. Administrative Requirements and Constraints

The Agency of Natural Resources through adoption of the Agency Pesticide Use Policy has laid out the steps needed to be completed in order to use pesticides on state lands (appendix H).

XIII. Summary and Conclusions

In order to reduce the threat that invasive exotic plants pose on species diversity, wildlife habitat, natural communities and the sustainability of timber resources, the Agency of Natural Resources will implement management strategies to reduce the occurrence of these plants on state land. Evaluation of each site will be conducted to determine the best method or combination of methods to implement to obtain this goal.

By using herbicides properly and selectively the Agency will be better equipped to accomplish its mission to protect, sustain, and enhance Vermont's natural resources, for the benefit of this and future generations. Removal of these plants will help to promote a healthy forest ecosystem, supporting the biodiversity of the state's existing native plant and animal species and their habitats, and the ecological processes that sustain them.

Approved: _____
ANR Secretary

Date



- BEGIN SAMPLE CONTRACT -

Vermont Department of Forests, Parks & Recreation

Agency of Natural Resources

SFA - STANDARD CONTRACT

1. Parties: This is a contract for personal services between the State of Vermont, Department of Forests, Parks & Recreation (hereinafter called "State"), and **Contractor Name** with principal place of business at **Contractor Address** (hereafter called "Contractor"). Contractor's form of business organization is a **Form of Business from W-9 (LLC, Corporation, Sole Proprietor, etc)**. It is the Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Contractor is required to have a Vermont Department of Taxes Business Account Number. Contractor certifies under the pains and penalties of perjury that, as of the date that this agreement is signed, the contractor is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
2. Subject Matter: The subject matter of this contract is Professional services generally on the subject of **PROJECT DESCRIPTION AND LOCATION**. Detailed services to be provided by the contractor are described in Attachment A.
3. Maximum Amount: In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$ **Maximum Limiting Amount**.
4. Contract Term: Shall begin on **Date** and end on **Date**.
5. Prior Approvals: If approval by the Attorney General's Office or the Secretary of Administration is required, (under current law, bulletins, and interpretations), neither this contract nor any amendment to it is binding until it has been approved by either or both such persons.
 - Approval by the Attorney General's Office **is/is not** required.
 - Approval by the Secretary of Administration **is/is not** required.
 - Approval by the CIO/Commissioner DII is not required.
6. Amendment: No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.
7. Cancellation: This contract may be canceled by either party by giving written notice at least 7 days in advance.
8. Attachments: This contract consists of # pages including the following attachments which are incorporated herein:

Attachment A – Specifications of Work to be Performed

Attachment B – Payment Provisions & Budget

Attachment C – Standard Contract Provisions for Contracts and Grants

Attachment E – F – G As needed

9. Order of Precedence: Any ambiguity, conflict or inconsistency in the Contract Documents shall be resolved according to the following order of precedence:

- (1) Standard Contract
- (2) Attachment C - Standard Contract Provisions for Contracts and Grants
- (3) Attachment A
- (4) List other attachments in order of precedence**
- (5) Attachment B

WE, THE UNDERSIGNED PARTIES, AGREE TO BE BOUND BY THIS CONTRACT.

STATE OF VERMONT

CONTRACTOR

By:

By:

Michael C. Snyder, Commissioner

Name: (Print) _____

Department of Forests, Parks & Recreation

Title: _____

Date: _____

Date: _____

ATTACHMENT A SPECIFICATIONS OF WORK TO BE PERFORMED

The Contractor agrees to complete the project described below in accordance with specifications and conditions set forth herein,

1. Project Location: **ADDRESS**, Vermont.
2. Project Description: Contractor to provide **PROJECT DESCRIPTION AND LOCATION**, and in accordance with this Attachment A, Attachments B, C, D **and (cont.)**, and as specified by the Department of Forests, Parks and Recreation.
3. The work on the project shall be completed by **Date**. Extension of work on the project beyond this date within the dates of the contract term must be preapproved by the state.

DETAILED SCOPE OF WORK WILL BE INCORPORATED HERE

ALL TECHNICAL SPECIFICATIONS, DRAWINGS, SPECIAL CONDITIONS SHALL BE INCORPORATED WITH ATTACHMENT A.

ANY DOCUMENT REFERENCED MUST BE INCORPORATED OR REFERENCED IF A “PUBLISHED” DOCUMENT (IE. NATIONAL ELECTRIC CODE, SEDIMENT CONTROL HANDBOOK, VTRANS SPECIFICATIONS ETC)

DO NOT INCLUDE BID LANGUAGE, ADDENDA, ETC. THE LANGUAGE SHOULD REFLECT THE FINAL AGREED UPON SCOPE.

PHASING, BENCHMARKS, MILESTONES, DELIVERABLES, UNITS ETC IF DETAILED SHOULD ALIGN WITH THE PAYMENT TERMS IF PAYMENT WILL BE MADE BASED ON PHASING, BENCHMARKS, MILESTONES, DELIVERABLES, UNITS ETC.

ALL PAYMENT FINANCIAL DETAILS SHOULD APPEAR ONLY IN ATTACHMENT B.

ATTACHMENT B PAYMENT PROVISIONS & BUDGET

The State shall pay contractor as follows:

1. Upon completion and acceptance of the work by the state the Contractor shall submit invoices no more frequently than once per month, detailing the work performed and charges in accordance with the following rate schedule.

- a. Payments shall be lump sum by phase as detailed below:

Phase Description as defined with deliverables in attachment A	Lump Sum Amount
Phase I: Treatment Plan and Permitting -Year One	\$
Phase II: Implementation - Year One	\$
Phase III: Implementation - Year Two	\$
Total Cost Not to Exceed:	\$
*cost of actual permits to be paid by the state and not included here. Include only the staff time necessary to secure permits.	

Contingency Pricing:

DENSITY CATEGORY:	COST/ACRE
VL = Very Low- 0-5% cover	\$
L = Low - 6-25% cover	\$
M-- = Low Medium – 26-50% cover	\$
M++ = High Medium – 51-75% cover	\$
H = High – 76-95% cover	\$
VH - Very High – 96-100% cover	\$

- b. Progress or partial payments and payments must be invoiced for no more than the completed portion of work, and subject to verification by the State. Verification of work progress shall be made based on % completed and in all cases shall maintain enough balance in the contract in order for the State to complete the work if necessary.
 - c. Contractor shall be eligible to invoice and be paid for up to 90% of any individual Project Phase until the Phase is completed and the deliverables approved by the State

- d. Work within different phases and approved supplemental or additional work may be executed and invoiced concurrently upon approval of the State.
 - e. Payment values shall not be transferred between tasks without a contract amendment.
- 2. If the work described in any invoice as provided by the contractor, has not been completed to the satisfaction of the State, as determined by the project manager, the State reserves the right to withhold payment until the invoiced work has been satisfactorily completed. Overdue balances resulting from non-payment for unsatisfactory work will not be subject to interest or finance charges.
 - 3. The State shall not be responsible for any other expenses of the Contractor.
 - 4. Invoice Submission:

The Contractor shall submit all invoices by e-mail to the accounts payable office: anr.fprap@vermont.gov copying the State's Project Manager: **Name, e-mail**

Invoices shall be addressed to:

Vermont Department of Forests, Parks and Recreation
Accounts Payable
1 National Life Drive, Davis 2
Montpelier, VT 05620-03801

In the event that the Contractor cannot submit invoices by e-mail, invoices shall be mailed to the above address.

- 5. Payment Terms for this contract will be net 30 days from date of invoice in accordance with State of Vermont Finance and Management Policy #5.0 Dated June 2008.

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED DECEMBER 15, 2017**

1. Definitions: For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.

2. Entire Agreement: This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

4. Sovereign Immunity: The State reserves all immunities, defenses, rights or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.

5. No Employee Benefits For Party: The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. Independence: The Party will act in an independent capacity and not as officers or employees of the State.

7. Defense and Indemnity: The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.

8. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

General Liability and Property Damage: With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

- Premises - Operations

- Products and Completed Operations

- Personal Injury Liability

- Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

- \$1,000,000 Each Occurrence

- \$2,000,000 General Aggregate

- \$1,000,000 Products/Completed Operations Aggregate

- \$1,000,000 Personal & Advertising Injury

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

9. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports and other proofs of work.

10. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

12. Location of State Data: No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.

13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

15. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

16. Taxes Due to the State:

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B. Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by

law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, he/she:

- A. is not under any obligation to pay child support; or
- B. is under such an obligation and is in good standing with respect to that obligation; or
- C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

19. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

20. No Gifts or Gratuities: Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

21. Copies: Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

22. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

23. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

24. Confidentiality: Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

25. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) (“Force Majeure”). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

26. Marketing: Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

27. Termination:

- A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
- B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party’s notice or such longer time as the non-breaching party may specify in the notice.
- C. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

28. Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

29. No Implied Waiver of Remedies: Either party’s delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

30. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party’s performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and

use of State facilities which shall be made available upon request. State facilities will be made available to Party on an “AS IS, WHERE IS” basis, with no warranties whatsoever.

31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements: If this Agreement is a grant that is funded in whole or in part by Federal funds:

- A. Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

- B. Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- C. Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

32. Requirements Pertaining Only to State-Funded Grants:

- A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party’s employee’s rights with respect to unionization.
- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

- END SAMPLE CONTRACT